

SERIAL 99030 - X

**GRAVEL, MULCH & DECOMPOSED GRANITE, PURCHASE &
DELIVER**

Page 1 of 6

JUNE 30, 2004

~~JUNE 30, 2003~~

~~JUNE 30, 2002~~

~~JUNE 30, 2001~~

CONTRACT PERIOD THROUGH ~~JUNE 30, 2000~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ROAD AND HIGHWAY BUILDING MATERIALS (NOT ASPHALTIC):
CRUSHED STONE, SAND AND GRAVEL
AKA GRAVEL, MULCH & DECOMPOSED GRANITE, PURCHASE &
DELIVER**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **JUNE 2, 1999**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/jmk
Attach

Copy to: Clerk of the Board
Gabriela Varadi, Flood Control
~~Theodora Smith, Materials Management~~
Carmen Ledesma, Materials Management

INVITATION FOR BIDS FOR: **GRAVEL MULCH & DECOMPOSED GRANITE PURCHASE & DELIVERY**

Quantity of material and delivery point: **GRAVEL MULCH & DECOMPOSED GRANITE PURCHASE & DELIVERY** to be delivered to specific Maricopa County locations in quantities as specified herein. All materials will be delivered by the contractor. This IFB is divided in to three (3) distinct sections. Bidders may bid on any or all sections. Award will be made by section.

SPECIFICATIONS, MINIMUM:

I. GENERAL:

The intent of this IFB, is to award a one time contract, for purchase and delivery of material as specified herein, as covered by purchase order only.

II. TECHNICAL SPECIFICATIONS:

ITEM DESCRIPTION	VENDOR PROPOSAL
<p><u>SECTION 1.</u></p> <p>Place (dump) 9,000 tons of decomposed granite (in accordance with MAG spec. 702.4 & 795.8.4), ½" minus Madison Gold, on both banks of the ACDC from 19th Avenue to 53rd Avenue (approx. 4 ½ miles) as directed by Flood Control District personnel. Deliveries of material shall be accomplished Monday through Thursday, only, excepting County holidays. 140 tons of material is required daily. Placement of material, from dumpsites, will be accomplished by Flood Control District personnel.</p>	
<p><u>SECTION 2.</u></p> <p>Place (dump) 10,000 tons of gravel mulch (in accordance with MAG spec. 701.2 704.2 **), on Harquahala FRS from I-17 and Salome Road (approx. 8 miles) as directed by Flood Control District personnel. All deliveries to this location shall utilize belly dump delivery vehicles only, no exceptions. Deliveries of material shall be accomplished Monday through Thursday, only, excepting County holidays. Placement of material, from dump sites, will be accomplished by Flood Control personnel.</p> <p>** Subsection 701.2 704.2 Materials: Gravel mulch will be graded material and shall be free of debris, fines, and soil particles. Gravel mulch will consist of a combination of crushed and rounded material with a minimum of 50 percent by weight crushed material. Crushed rock shall have at least three (3) fractured faces. A Sample must be approved by the FCD prior to delivery to site.</p>	
<p><u>SECTION 3.</u></p> <p>Place (dump) 5,000 tons of gravel mulch (in accordance with MAG spec. 701.2 704.2 **), on Levee Slopes and Training Dikes at the Emergency Spillway area of Powerline FRS and Vineyard FRS as directed by Flood Control personnel. (Location of structure is Ironwood Road, ½ mile South off Superstition (U.S. 60) Freeway. Deliveries of material shall be accomplished Monday through Thursday, only, excepting County holidays. Placement of material to dump sites will be accomplished by Flood Control personnel.</p> <p>** Subsection 701.2 704.2 Materials: Gravel mulch will be graded material and shall be free of debris, fines, and soil particles. Gravel mulch will consist of a combination of crushed and rounded material with a minimum of 50 percent by weight crushed material. Crushed rock shall have at least three (3) fractured faces. A Sample must be approved by the FCD prior to delivery to site.</p>	

III. **SUPPORTIVE SPECIFICATIONS:**

A. **DELIVERY:**

F.O.B. Destination, not to exceed 30 days. Material **shall have been completely inspected, tested and ready for use when delivered**

B. **AWARD:**

Award will be made to the lowest responsive/responsible bidder meeting specifications. Award will be made **in total, by section.**

C. **COMPLIANCE WITH SPECIFICATIONS:**

The fact that a manufacturer chooses not to produce equipment or materials to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Bidder/Proposer shall be required to offer equipment or materials, which meet the specifications, or is of equal or greater quality and functionality. Where equipment or materials are offered that are not identical to those contained in the specifications, but are believed to be of equal or greater quality and functionality, the bidder/proposer shall be required to note such deviation, detail why, in their opinion, the equipment or material is of equal or greater quality and functionality in terms of performance and reliability. Maricopa County shall be the final decision-maker as to whether the deviation is material and is of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive non-material deviations. Failure to adequately detail any proposed deviation may be grounds for rejection of the entire bid/proposal.

D. **VENDOR PROPOSAL:**

Bidders are to complete the Vendor's Proposal Column and return **TWO COPIES** with their pricing. **Failure to provide this information may result in non-consideration of the bidder's offer.**

E. **PRICE REDUCTIONS:**

By submitting a bid or proposal to this solicitation, vendors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar quantities of like equipment. If at any time during the contract period your company offers a lower price to another customer, notification shall immediately be made to the Maricopa County Department of Materials Management reducing your contract price. Should notification not be made of price reductions, upon discovery, Maricopa County shall reserve the right to take any or all of the following actions:

1. Cancel the contract, if it is currently in effect.
2. Determine the amount, which the County was over-charged, and submit a request for payment from the vendor for that amount.

F. **D/M/WBE PARTICIPATION:**

Bidders submitting a bid are encouraged to solicit D/M/WBE participation on this Contract. A list of certified D/M/WBE enterprises may be obtained by contacting Maricopa County Materials Management Department (Walt Weglarz, Lead Procurement Specialist at (602) 506-3312). Please indicate in your bid response D/M/WBE areas of involvement for monitoring purposes.

G. **CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:**

If any bidder believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Article MC1-905, to secure an administrative determination on this point.

H. **PROMPT PAYMENT DISCOUNT:**

Maricopa County, through its "Continuous Improvement Initiatives" has identified Vendor Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area, which are intended to both improve and expedite this process. In light of these efforts, vendors are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

I. **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

J. **ORGANIZATION - EMPLOYMENT DISCLAIMER:**

The agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

K. **REGISTRATION:**

Vendors are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3308 or (602) 506-3248.

L. **TERMINATION:**

Either party may terminate this contract at any time, with 30 days notice in writing to the other party. Such notice shall be given by personal delivery or by Registered or Certified mail.

M. **INQUIRIES:**

Questions regarding this bid should be directed to:

Walt Price ~~Stan Fisher~~
Department of Materials Management
Telephone: (602) 506-~~3454~~ 3274

WP/jmk
cc: Equipment Services

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SUN STATE ROCK AND MATERIAL, PO BOX 1340, SUN CITY, AZ 85372-1340

IV. **PRICING:**

The bidders hereby certify that they have read, understand, and agree that acceptance by Maricopa County of the bidder's offer by the issuance of a purchase order or contract will create a binding contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

ONE TIME PURCHASE

C5610013/B0604313
NIGP CODES 73035, 75077

GRAVEL MULCH & DECOMPOSED GRANITE PURCHASE & DELIVERY, by section in accordance with attached specifications:

PRICING:

Section 2:

Pricing for Section 2, as specified herein: **\$143,000.00/total**

Section 3:

Pricing for Section 3, as specified herein: **\$66,500.00/total**

Delivery F.O.B. Destination: X Yes No

Terms: NET 30 DAYS

FEDERAL TAX I.D. NUMBER: 86-0525276

VENDOR NUMBER: 860525276 B

TELEPHONE NUMBER: (623)566-3000

FAX NUMBER: (623)566-3092

COMPANY CONTACT: TOM ROARK / BILL COOPER

CONTRACT PERIOD: TO COVER PERIOD ENDING **JUNE 30, 2004.**
~~JUNE 30, 2003.~~
~~JUNE 30, 2002~~
~~JUNE 30, 2001~~
~~JUNE 30, 2000~~

P.O. BOX 52140, PHOENIX, AZ 85072

UNITED METRO MATERIALS, INC 701 N 44TH ST., PHOENIX, AZ 85008

IV. PRICING:

The bidders hereby certify that they have read, understand, and agree that acceptance by Maricopa County of the bidder's offer by the issuance of a purchase order or contract will create a binding contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

ONE TIME PURCHASE

C5610013/B0604313

NIGP CODES 73035, 75077

GRAVEL MULCH & DECOMPOSED GRANITE PURCHASE & DELIVERY, by section in accordance with attached specifications:

PRICING:

Section 1:

Pricing for Section 1, as specified herein: \$173,250.00/total

Delivery F.O.B. Destination: x Yes No

TERMS: 2%, 15 DAYS – NET 30

FEDERAL TAX I.D. NUMBER: 86-0085020

VENDOR NUMBER: **860085020 A** ~~86047839 A~~

TELEPHONE NUMBER: (602)220-**5000** ~~5605~~

FAX NUMBER: (602)220-**6529** ~~5629~~

COMPANY CONTACT: **SUSIE FARGO** ~~PHIL MALLOT~~

CONTRACT PERIOD: TO COVER PERIOD ENDING **JUNE 30, 2004.**

~~JUNE 30, 2003.~~

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